

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

)
IN RE Edgar Vasquez De Miranda
Neto) Cause No: 16-10026
)
)
)
Debtor.)
)
)
)

TIAGO H PEREIRA,)
Plaintiff,)
v.) **ADVERSARY**
EDGARD VASQUES DE MIRANDA NETO) **PROCEEDING**
Defendant.) **(COMPLAINT**
) **OBJECTING TO**
) **DISCHARGE OF DEBTS)**
)
) No.16-01081
)
)
)

PARTIES' PRE-TRIAL MEMORANDUM

A. SUMMARY OF THE CLAIMS AND DEFENSES

The Plaintiff expects the evidence to show that the Defendant solicited offers to purchase a car dealership at 35-A Everett Ave, Everett MA 02149, known as Stadium Auto Sales. Parties entered into a contract for \$35,000.00 for the purchase of Stadium Auto Sales. Plaintiff paid \$15,000.00 towards the contract price to purchase Stadium Auto Sales. Defendant never owned Stadium Auto Sales and Defendant only had a lease for space at 35-A Everett Ave, Everett MA 02149. Defendant acted in bad faith when dealing with Plaintiff. Defendant committed fraud with his actions when dealing with Plaintiff prior to, during and after the signing of the contract. Defendant intentionally withheld information about the make-up and the health of the business

Defendant had actual interest in, from the Plaintiff in an attempt to induce Plaintiff to enter into the contract and pay a substantial amount of money to Defendant. Defendant knew or should have known that Defendant did not have authority to assign or sell any interest of Stadium Auto Sales. Plaintiff's loss in the contract was caused by Defendant's fraud and misrepresentations. Defendant's actions were unfair and deceptive.

The Plaintiff reserves the right to supplement this response prior to a Trial of this matter.

DEFENDANT'S STATEMENT OF THE CASE

Defendant expects the evidence to show that Plaintiff and Defendant entered into an agreement whereby Defendant agreed to transfer and assign his interest in the car dealership known as Stadium Auto Sales which he owned and operated at 35A Everett Avenue, Everett, Massachusetts, including an assignment of Defendant's commercial lease for the premises. Plaintiff paid Defendant \$15,000 towards the purchase price and thereafter Plaintiff defaulted on the payment of the balance of the purchase price.

B. PLAINTIFFS WITNESSES

Alba DeSimone
225 Sargent St
Revere MA 02151

Paulo J Moura
11 Russell St
Cambridge, MA 02140

Joilton B. Azeredo
39 Pebble Pl
Malden, MA 02148

Lorena Vasques aka Lorena Delime
104 Green Street
Reading MA 01867

Adriano Costa
14 Jones St ,
Everett MA 2149

Shamrock Finance LLC

Plaintiff and Defendant

The Plaintiff reserves the right to supplement this response prior to a Trial of this matter.

DEFENDANT'S WITNESSES

Edgard Vasques deMiranda Neto -104 Green Street, Reading, MA

Rodrigo Gomes

Anthony DeSimone - 35 Everett Avenue, Everett, MA 02151

Maria deLourdes Oliveira - 53 Washington Street, Apt. #9, Medford, MA 02155-4748
Mark DeGiacomo, Trustee - 99 High Street, Boston, MA 02110

C. FACTS ESTABLISHED BY PLEADINGS

1. The Defendant admits that he entered into a contract with Plaintiff.
2. The Plaintiff paid \$15,000.00 towards the contract.
3. A Receipt was issued and dated March 24, 2015 between the parties.
4. Plaintiff filed a lawsuit for fraud and breach of contract in Malden District Court against Defendant prior to the Bankruptcy proceeding.

The Plaintiff reserves the right to supplement this response prior to a Trial of this matter.

D. SPECIAL DAMAGES

None.

E. ESTIMATED LENGTH OF TRIAL

1-2 days.

F. CERTIFICATION

Counsel for the Plaintiff and the Defendant have not discussed the possibility of settlement.

G. JURISDICTION

The parties acknowledge that jurisdiction exists with the Bankruptcy Court on all counts contained in the Complaint and consent to the entry of a final order on each count by this Court.

H. DOCUMENTS TO BE INTRODUCED INTO EVIDENCE BY DEFENDANT

1. Assignment dated March 17, 2015 (including Schedule "A");
2. Letter from Defendant dated March 24, 2015;
3. Commercial Lease for 35A Everett Avenue, Everett, MA;
4. Contract dated October 10, 2015 with Maria Lourdes de Oliveira;

5. Copy of Check dated April 1, 2016 from Maria deOliveira to Mark DiGiacomo, Chapter 7 Trustee.

DOCUMENTS TO BE INTRODUCED INTO EVIDENCE BY PLAINTIFF

1. 93A Demand Letter dated May 20, 2015;
2. Call from July 14, 2015 with Defendant;
3. 93A Demand Letter dated July 10, 2015;
4. Complaint filed with Malden District Court on September 23, 2015;
5. Assignment dated March 17, 2015 (including Schedule "A");
6. Receipt from Defendant dated March 24, 2015;
7. Commercial Lease for 35A Everett Avenue, Everett MA;
8. Copy of Court Dockets.
9. Copy of Defendant's Facebook.
10. Copy of Defendant's Bankruptcy Filings.

Respectfully Submitted.
Plaintiff by his Attorney,
/s/ Michael A Satterwhite
Michael A. Satterwhite BBO # 686937
The Satterwhite Law Firm, P.C.
P.O. Box 569
Revere, MA 02151
781-629-4829
617-488-2265
msatterwhite@maslawfirmpc.com

EDGARD VASQUES DEMIRANDA NETO
By his attorney,

/s/ George J. Nader

George J. Nader
BBO #549149
Riley & Dever, P.C.
210 Broadway, Suite 101
Lynnfield, MA 01940
(781) 581-9880
nader@rileydever.com